

## Assignment of Invention

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Attorney Docket: FRANCH4A

Title: LIGATIONAL ENCODING OF SMALL MOLECULES

## WORLDWIDE ASSIGNMENT FROM INDIVIDUALS

WHEREAS I own all or part of an invention whose present title is that set forth above,

for which patent applications have been

( ) drafted and attached hereto

( ) executed on even date herewith<sup>1</sup>,

( XX ) filed as set forth below:

Denmark	PA 2003 00430	March 20, 2003
USA	60/455,858	March 20, 2003
All PCT States	PCT/DK2004/000195	March 22, 2004
	(which PCT application entered the U.S. national stage as Ser. No. 10/549,619)	

AND WHEREAS NUEVOLUTION A/S of Ronnegade 8, 5., DK-2100 Copenhagen Ø, Denmark (hereinafter ASSIGNEE) is interested in acquiring the entirety of my right, title and interest in said invention, and related patents and applications, worldwide:

NOW THEREFORE IT IS AGREED BETWEEN MYSELF AND ASSIGNEE THAT:

## 1. Definitions:

1.1. ASSIGNED APPLICATIONS hereby means (a) any executed or filed application identified above (including any national or

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<sup>1</sup> Use this box only if §1.63 declaration executed the same day.

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regional stage, identified or not, of an identified PCT application), or any draft application attached hereto, or any executed or filed application which discloses and claims an invention disclosed in such a draft application; (b) any application filed in the U.S. (provisional or nonprovisional), a foreign country, or under an international treaty (e.g., PCT), from which an application of (a) above directly or indirectly claims the benefit, under the Paris Convention or under U.S. (e.g., 35 USC 120 or 119(e)) or foreign law; and (c) any application, filed in the U.S., a foreign country, or under an international treaty (including PCT), which directly or indirectly claims the benefit, under the Paris Convention or under U.S. or foreign law, of an application of (a) or (b) above, including without limitation any continuation, division, or continuation-in-part applications, or a U.S. nonprovisional application (which may be a PCT application designating the U.S.) which claims 35 USC 119(e) benefit from a prior U.S. provisional application. The reference above to a PCT (international) application is intended to include the national or regional stage applications derived therefrom. Applications include both applications for patents and applications for other forms of protection for inventions, such as inventors= certificates.

1.2. ASSIGNED PATENTS hereby means any U.S. or foreign patent identified above, or which has issued or hereafter issues on an ASSIGNED APPLICATION, including any reissues, reexaminations, renewals or extensions of such patents; and any other form of protection for the inventions disclosed therein, such as an inventors= certificate, which may be granted in the U.S. or a foreign country (or group of countries).

1.3. ASSIGNED INVENTIONS hereby means any invention, to which I made an inventive contribution, which was disclosed in an

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ASSIGNED APPLICATION or an ASSIGNED PATENT, whether or not such invention was claimed, and whether or not such invention was conceived or made at the time of execution of this assignment.

**2. Assignment**

I hereby assign all of my right, title and interest in the ASSIGNED INVENTIONS, the ASSIGNED APPLICATIONS, and the ASSIGNED PATENTS, and any right to assert domestic or foreign priority from the ASSIGNED APPLICATIONS, to ASSIGNEE. In the case of CIPs, this assignment includes inventions first disclosed in said CIP.

**3. Cooperation with Prosecution**

I agree to execute, whenever requested by ASSIGNEE or its legal representatives, all lawful patent applications, assignments, declarations, disclaimers, and other papers, and to carry out such other lawful acts, which ASSIGNEE or its legal representatives may deem necessary or desirable for securing or maintaining said patents or other forms of protection or for establishing ASSIGNEE=s title therein; to provide ASSIGNEE or its legal representatives with such executed papers, and with all pertinent facts and documents relating to said application as may be known or reasonably accessible to me; and to testify on behalf of ASSIGNEE in any legal proceeding related thereto; all without further compensation to me (except for compensation of reasonably incurred out-of-pocket expenses); and all in an expeditious and conscientious manner.

I also agree that I will not testify in a legal proceeding relating to said patents or applications on behalf of another party, or otherwise assist another party in connection with such a legal proceeding or in connection with any evaluation of the patentability, validity or scope of said patents and

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applications, without the prior written consent of ASSIGNEE or its legal representatives, if such consent can be lawfully required by ASSIGNEE.

Nothing herein should be construed to imply an obligation on my part to satisfy expenses of prosecuting and maintaining any ASSIGNED APPLICATION or ASSIGNED PATENT.

**4. Request for Patent Grant**

I hereby authorize and request the patent office officials throughout the world to issue any and all patents or other forms of protection for inventions resulting from the aforesaid applications to ASSIGNEE, as ASSIGNEE of the interest here assigned.

**5. Warranty of Title; Acknowledgment of Duty of Disclosure**

I hereby covenant and warrant that I possess some right, title and interest in said invention or in one or more of said draft applications, applications, patents or other forms of protection, that I have fully disclosed to ASSIGNEE or its legal representatives, in writing, all encumbrances, clouds or limitations which are or should be known to me which affect my right, title and interest, in the United States or any foreign country, and that I have likewise disclosed to ASSIGNEE or its legal representatives the identity of all other persons, natural or juristic, possessing or claiming to possess some right, title or interest in the foregoing. (If such persons are listed as inventors at the end of this Assignment form, then that constitutes a disclosure of identity.) This duty of disclosure is a continuing one and I will inform ASSIGNEE or its legal representatives of any relevant information which becomes known to me after the execution of this Assignment.

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I will, upon ASSIGNEE=s request, or that of or its legal representatives, provide information known to or readily ascertainable by me concerning the locations of such persons and the circumstances allegedly giving rise to their right, title or interest, such as their alleged inventive contributions.

I hereby covenant and warrant that (except as set forth in an attached written disclosure which is incorporated by reference herein) I have full right to convey the entire interest herein assigned, that I have not executed, and will not execute, any agreement in conflict therewith, and that I have and will comply with the duty of disclosure with respect to said application.



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I hereby grant Iver P. Cooper, Reg. No. 28,005, and other attorneys of Browdy and Neimark, PLLC (Customer No. 001444) a delegable power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or any foreign patent office for recordation of this document, or to make such corrections on this Assignment as I may authorize, or the Assignee may authorize, orally or in writing.

**7. Biological Materials; Right of Reference**

I assign to ASSIGNEE all of my right, title and interest in any biological materials I have developed, propagated or deposited during the course of employment with ASSIGNEE, or which are referred to in said application, or which may be necessary to enable one to make or use said invention, and agree that ASSIGNEE shall have control over any deposits which I have caused to be made of such biological materials.

I likewise assign to ASSIGNEE my right of reference, for purposes of obtaining regulatory approval, to any data which I have developed during the course of employment with ASSIGNEE, or which are referred to in said application, or which may be necessary to enable one to make or use said invention.

**8. Successors in Interest**

The terms and covenants of this assignment shall inure to the benefit of said ASSIGNEE, its heirs, successors, administrators, and assigns, and shall be binding upon my heirs, successors, administrators and assigns.

**9. Real Party in Interest**


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I recognize that this assignment of my rights in this application makes the ASSIGNEE the real party in interest with respect thereto and that the ASSIGNEE's interests will then be represented by the attorney(s) and/or agent(s) appointed by them to the exclusion of any of my personal interests which may conflict therewith. In the event of any dispute which I may have with ASSIGNEE over the subject matter of this assignment, I acknowledge that I will have to retain independent legal counsel with respect thereto at my own expense.

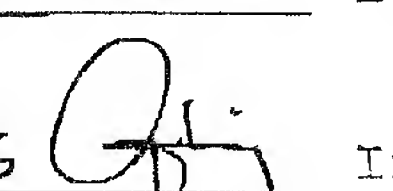
Signature \_\_\_\_\_  
 Date 4/1-2006  Inventor Thomas FRANCH

Signature \_\_\_\_\_  
 Date 4/1 2006  Inventor Soeren Nyboe JACOBSEN

Signature \_\_\_\_\_  
 Date \_\_\_\_\_ Inventor Torben RASMUSSEN

Signature \_\_\_\_\_  
 Date 16/1 2006  Inventor Soeren NEVE

Signature \_\_\_\_\_  
 Date 4/1 2006  Inventor Henrik PEDERSEN

Signature \_\_\_\_\_  
 Date 4/1/2006  Inventor Alex Haahr GOULIAEV

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NOTARIZATION<sup>2</sup>

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

Subscribed and sworn to before me by [insert name(s)]

this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

Notary Public

My Commission Expires :

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<sup>2</sup> Notarization makes a U.S. assignment self-proving in court but is not required for recordation in the USPTO.



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WITNESS<sup>3</sup>

I, \_\_\_\_\_, hereby attest that I witnessed the signature of this assignment by [insert name(s)]

who is/are personally known to me or who offered proper proof of identity.

\_\_\_\_\_ (signed)

\_\_\_\_\_ (typed)

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\_\_\_\_\_  
<sup>3</sup> Witnessing is desirable if the assignment is to be recorded in Canada.